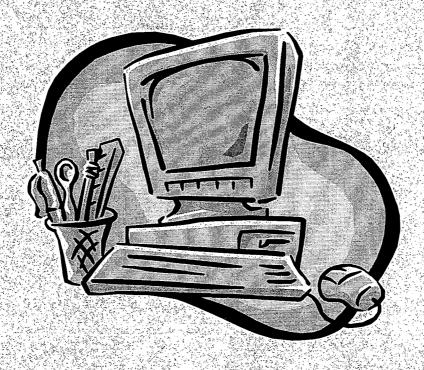
CLINTON EDUCATIONAL SECRETARIES 2004-2007



Agreement Between
The
CLINTON COMMUNITY SCHOOL
DISTRICT
AND
CLINTON EDUCATIONAL
SECRETARIES

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ARTICLE I - EMPLOYMENT INFORMATION

Section I Make-up of Days Missed

Snow Days - If school is cancelled for inclement weather or some similar reason, secretaries with contracts of less than 12 months will make up one day for each day missed. This will usually be on the snow make-up day but will result-in one additional workday at some time for each day missed. Secretaries with 12-month appointments will be assigned to work the snow day unless, in the judgment of the Superintendent of Schools, their services are not required or travel is impossible, in which case the secretaries will be excused without loss of pay. If the weather improves so that travel is practical, the secretary should report for work. It will be the responsibility of the secretary to make the contact to determine a need for her services. The maximum allowance for days missed for the above reasons will be two (2) days per year.

Section 2 Secretary Classifications

- A. Primary Secretary Primary secretarial person in a building or school office and performs a variety of secretarial, clerical and accounting tasks.
- B. Secondary Secretary Secondary secretarial person in a building or school office and performs a variety of secretarial, clerical and accounting tasks, but has less responsibility than a primary secretary

ARTICLE II - GENERAL EMPLOYMENT PROVISIONS

Section 1 Transfer

Whenever a new position is created or a retirement or a resignation causes a vacant position to occur, and such positions if occupied, would normally be in the bargaining unit, the position shall be listed in a district-wide publication. If a member of the bargaining unit wishes to apply for such position, he/she may do so by sending a letter of application to the Human Resource Department within six (6) calendar days of the date of the bulletin. The school shall not fill such position until ten (10) calendar days after the date of the bulletin. Persons who are interested in positions which may occur during the summer are to notify the Human Resource Department before they leave for the summer. Notices of openings will be mailed to interested parties. Time limits shall not apply during the summer. All members of the bargaining unit making application for such vacancies shall be granted interviews when possible by the appropriate administrator(s). Voluntary transfers will not be honored during the school year unless such transfer is determined to be in the best interests of the school district.

Section 2

Duty Free Lunch Period

Any secretary working six (6) hours per day or more shall have a duty-free lunch period of at least thirty (30) minutes per day. The duty-free lunch period shall not be included as part of the hours worked per day. The time for the lunch period shall be set with the approval of the building administrator/supervisor. Secretaries working less than six (6) hours per day may have duty-free lunch arranged outside their regular work hours at the discretion of the building administrator/supervisor.

Section 3

Vacation

Paid vacation is provided for secretaries who work 50 or more weeks per year. For those employees hired prior to July 2, 2004, vacation time will be based on total continuous years of employment with the Clinton Community School District. Employees hired July 2, 2004 or after will receive vacation based on continuous employment within the secretarial bargaining unit on the following schedule:

- a) One week Minimum of six (6) months but less than one (1) year by July 1.
- b) Two weeks One (1) year or more employment by July 1 but less than seven (7) years.
- c) Three weeks Seven (7) years or more employment by July 1 but less than thirteen (13) years.
- d) Four weeks Thirteen (13) years or more employment by July 1 but less than twenty-two (22) years.
- e) Five weeks Twenty-two (22) years or more employment by July 1.
- f) Vacation schedules must be approved by the principal to fit into the school work schedule. Up to two weeks of continuous vacation may be approved by the building principal. A request for more than a two-week continuous vacation must be submitted to and approved by the Superintendent/designee.
- g) Any secretary who qualifies for paid vacation time, has five (5) years continuous service with the Clinton Community School District, and has worked six (6) months into a new contract period (January 1) may receive pay for unused vacation time provided she is terminated honorably by the district or provides two (2) weeks notice prior to quitting.
- h) Secretaries may take vacations beginning June 1 of any year. If a secretary uses vacation time that would not have been available until July 1 and subsequently quits, an adjustment will be made on the final paycheck.

Secretaries will be allowed to carry over unused vacation days to the following year.
 The maximum number of days carried over shall not exceed the number allowed in one-year.

Section 4

Holidays

Qualification - In order to qualify for holiday pay a secretary must work 20 hours or more per week.

A. Holidays available - (At the same hour per day schedule, e.g., 4 hours per work day allows a 4-hour paid holiday).

Labor Day, New Year's Day, Thanksgiving, Good Friday, the Friday following Thanksgiving, the Monday following Easter, the day prior to Christmas, Memorial Day, Christmas, July 4th, and the day prior to New Year's Day

B. Holiday Schedule

1. Package A - 7 paid holidays as follows:

Labor Day, Thanksgiving, Friday following Thanksgiving, Christmas, New Year's, Good Friday, Memorial Day

Primary Secretaries and Secondary Secretaries who contract for 206 days:

2. **Package B** - 10 paid holidays as follows:

Labor Day, Thanksgiving, Friday following Thanksgiving, the day prior to Christmas, Christmas, the day prior to New Year's, New Year's Day, Good Friday, Memorial Day, July 4.

Primary Secretaries and Secondary Secretaries who work 252 days or more:

C. When a paid holiday falls on a weekend, the Superintendent shall designate the Friday or Monday surrounding the weekend as the paid holiday.

Section 5 Hours of Work

Full time employees will work eight hours per day. The specific hours including an unpaid lunch will be determined by the building principal.

Summer hours for the 252 and 260 day secretaries will be seven hours Monday through Thursday with a thirty minute unpaid lunch and a five hour work day on Friday without a lunch period for a period of 40 days.

Section 6 Absence

When an employee is absent from duty and such absence is not provided for under holiday, vacation or sick leave policies of the school district, or excused by the Superintendent, the employee will either receive a deduction of salary or not be paid for the hours lost.

Section 7 Staff Reduction

- A. The staff reduction policy will apply to secretarial personnel working thirty (30) hours or more per week.
- B. When the Board of Education determines that it is necessary to reduce secretarial personnel, it will do so by attrition within categories so far as possible. When the Board of Education finds it necessary to reduce the number of personnel by termination, it will be done as follows:
 - 1) Secretarial personnel will be terminated, by category, in reverse order of their total continuous time as a secretarial employee.
 - 2) When a position is eliminated, the least senior person in that category will be eliminated. The person whose position has been eliminated will be assigned to the position vacated by the terminated employee. In case there is a tie in seniority, the Superintendent will determine which person will be terminated.
 - 3) Categories for purposes of this policy are:
 - a. Central Office(Plant Services, Food Service, Transportation)
 - b. High School
 - c. Middle School
 - d. Elementary School
 - 4) A secretary who is terminated due to staff reduction will not be able to bump a secretary in a higher category.
 - 5) Any secretarial employee terminated due to this policy shall have for two (2) years the right to reemployment in the category from which he/she was terminated. Reemployment will be on the basis of seniority. A terminated employee will not be eligible for recall to an exempted position or a higher category. If seniority is equal, the Superintendent will select the employee to be rehired.
 - 6) An employee who is terminated due to staff reduction initiated by the Board of Education will have their seniority at the time of termination recognized in placement

on the salary schedule upon return to regular employment. Seniority shall be determined at the rate of 1/2 year for each year of part-time employment

- 7) In order to be considered for reemployment, the secretary wishing to be reemployed must keep up-to-date information in the hands of the Human Resource Department regarding the following:
 - Current employment status
 - Current mailing address
 - Current phone number, both at home and at work where he/she can be reached during periods of absence from home exceeding 3 days.
- 8) When reemployment is offered the offer must be accepted or rejected within five (5) calendar days after it is made or eligibility for reemployment is terminated finally.
- 9) If the employee does not wish to be considered for reemployment, he/she should so notify the Human Resource Department.

Section 8

Inclement Weather

On days when inclement weather causes school to be dismissed early, secretaries will be allowed to leave after the building has been cleared if the principal or other supervisor in charge approves.

Section 9

Grievance Procedure

A. <u>Definitions</u>

Grievance - A grievance is a claim by an employee or the Association that there has been a violation, misapplication, or misinterpretation of any provision of this agreement.

Aggrieved Person - An "aggrieved person" is the person who has suffered the alleged violation.

B. Purpose

The purpose of this procedure is an attempt to secure equitable solutions to problems relating to the application of this agreement.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and reasonable effort should be made to expedite the process.

2. Principal or Immediate Administrative Supervisor or His /Her Designee (Informal)

An employee with an alleged grievance shall first discuss it with the Principal or Immediate Administrative Supervisor or his/her designee with the objective of resolving the matter informally. To be considered, the grievance must be discussed within 20 workdays after the alleged violation, or within 20 workdays from the time that the employee could have reasonably been expected to be aware of the violation.

3. <u>Level One - Principal or Immediate Administrative Supervisor or His/Her</u> Designee (Formal)

If, as a result of the informal discussion with the Principal or Supervisor or his/her designee, a grievance still exists, the aggrieved person(s) may, within six (6) working days after the informal discussion, invoke the formal grievance procedure by submitting the form set forth in Appendix B. Said form, when completed and submitted, shall be signed by the grievant. A completed copy of the grievance form shall include the specific section(s) and/or article(s) of the agreement allegedly violated, shall state the specific relief sought, and be delivered in person to the Principal or Immediate Administrative Supervisor or his/her designee. If a grievance is not filed within six (6) working days after the informal discussion with the Principal or Immediate Administrative Supervisor or his/her designee, the grievance shall be deemed settled at the informal level. The Principal or Immediate Administrative Supervisor or his/her designee shall indicate his/her disposition of the grievance in writing within six (6) working days of the presentation of the formal grievance and shall return the written disposition to the aggrieved person. If the aggrieved person is not satisfied with the deposition of the grievance, or if no deposition has been made within six (6) working days, the grievance shall be transmitted to level two (2). This may be done by forwarding a copy of the original grievance form to the Superintendent of Schools or his/her designated representative, within ten (10) working days after receipt of the disposition of the grievance from the Principal or Immediate Administrative Supervisor or his/her designee. Reasons for the dissatisfaction with the proposed settlement must be given in writing. Any grievance which is not carried to level two within ten (10) working days will be deemed settled on the basis of said answer at level one (1).

4. Level Two - Superintendent of Schools or Designee

The Superintendent of Schools or his/her designee shall meet with the aggrieved person and the person named in the grievance within ten (10) working days of receipt of the grievance. This meeting shall be private. Within ten (10) working days of the meeting the Superintendent or his/her designee shall indicate disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved person. Any grievance which is not carried to level three within ten (10) working days shall be deemed settled on the basis of said answer.

5. Level Three - Arbitration

If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within ten (10) working days of the meeting, the Association, on behalf of the employee may submit the grievance to arbitration. The request for arbitration must be submitted within ten (10) working days of the receipt of the answer filed by the Superintendent, or his/her designee, or from the last day that the answer was due. The Association may move the grievance to arbitration by sending written notification on the approved form to the Superintendent, or his/her designated representative, that the response was unsatisfactory and the reasons for the dissatisfaction. The Association shall also notify the PERB that arbitration is being sought.

Within ten (10) working days after written notice to the PERB of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall attempt to obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the PERB by either party.

The list shall consist of five (5) arbitrators and the parties shall determine by lot which shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) working days. Each party will have one additional working day to remove names alternately until only one (1) name remains. The person whose name remains shall be the arbitrator. If that arbitrator cannot serve a new list will be requested.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have the power only to apply the provisions of this agreement to the settlement arising hereunder.

The decision of the arbitrator shall be final and binding, shall be reduced to writing, and each party shall be furnished a signed copy thereof.

The cost for the service of the arbitrator and arbitrator-related expenses shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring them.

D. Miscellaneous

1. Schedule of Grievances

All formal grievance hearings will take place outside school hours unless otherwise mutually agreed.

- 2. The presence of the aggrieved employee shall be required at all levels of the grievance procedure unless grievant is physically unable to be present.
- 3. Upon request of the aggrieved, the Association may provide up to two (2) representatives at any formal level. If two (2) or more employees are involved in submitting a grievance, one (1) additional Association representative (a total of three Association people) may attend the meeting.

ARTICLE III - LEAVES

Section 1

Sick Leave

Secretaries who are employed on an annual basis will be allowed to accumulate 15 days sick leave per year. Secretaries who work a twelve (12) month contract will be allowed to accumulate seventeen (17) days sick leave per year. Eligibility for sick leave for the school year will begin on the first secretary workday of the school year. Unused sick leave shall accumulate from year to year with the maximum accumulation being 160 days (170 days for secretaries who work 39 weeks or longer, 180 days for secretaries who work 50 weeks or more) including time for the current school year. Sick leave will not be granted in units of less than one-half (1/2) day. The school may require reasonable evidence concerning the need for sick leave. Sick leave shall be pro-rated based on the number of hours contracted per day. (e.g., a person contracted for 4 hours per day shall be allowed sick leave on the basis of 4-hour days). A person contracted to work less than a full school year shall have their sick leave pro-rated based on the number of days contracted divided by 200 rounded to the nearest whole fraction of 15 days.

Section 2

Adoption Leave

Leave will be granted upon request to the Superintendent for the purpose of attending to the details of adopting a child. This leave shall not exceed five (5) days per occurrence per school year, shall be with pay and shall be charged to sick leave.

Section 3

Serious Illness - Immediate Family

Time, not to exceed five (5) days in any one year, may be used in case of serious illness in the immediate family of the employee. Time off shall be charged to the employee's sick leave. If the employee has worked for the school district for more than ten (10) years, or has not used more than twelve (12) days of such leave in the past five (5) year period, the employee will be eligible for an additional three (3) days of such leave upon application to, and approval by, the Superintendent of Schools. At the discretion of the Superintendent, additional day(s) of leave

may be granted for catastrophic illness in the immediate family. This additional time shall be charged to sick leave

Section 4

Family Illness

A leave of absence without pay for up to one contract year may be granted for the purpose of caring for a sick or injured member of the employee's immediate family. Fringe benefits, except IPERS and social security, will be paid for the remainder of the contract year in which the leave occurs.

Section 5

Family Medical Leave Act

Bargaining unit employees are entitled to Family Medical Leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993.

Section 6

Funeral Leave - Immediate Family

Up to five (5) days emergency leave at full pay will be allowed in case of death in the immediate family. (Immediate family shall include the employee's spouse, child (including foster & step), parent (including foster & step), son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchild and any other member of the immediate household.) This leave will not be charged to sick leave.

Section 7

Funeral Leave - Other than Immediate Family

One day will be allowed for funeral of a relative other than a member of the immediate family. or for the funeral of a close friend, but such allowance for funerals shall not exceed three days in any one year. Up to one (1) additional day will be allowed if the funeral is held more than one hundred-eighty (180) miles from Clinton and travel necessitates an additional day. This leave shall be charged to sick leave.

Section 8

Bereavement Leave

In the event of the death of an employee or student in the Clinton Community School District, the principal or immediate supervisor, with the approval of the Superintendent, may grant the appropriate number of employees up to the one-half day off to attend the funeral with pay.

Section 9

Jury/Legal Leave

- A. Any employee called for jury duty during the workday or who is required by subpoena to appear in any judicial proceedings shall be provided the necessary time at district expense. Any fees or remuneration, excluding reimbursed travel expense, the employee receives during such leave period shall be transmitted to the Clinton Community School District.
- B. Should the employee be released from duty for any period of one half day or more, he/she shall be expected to return to work.
- C. The Director of Human Resources may grant Jury/Legal Leave when an employee is asked by legal counsel to appear/testify.

Section 10 Special Leave

Leave not to exceed two (2) days in one school year may be provided members of the bargaining unit upon approval of the Superintendent under the conditions outlined in this paragraph. Such requests for leave with accompanying pertinent data shall be submitted to the immediate supervisor for acknowledgment and forwarded to the Superintendent or his designee for decision. Requests for such leave shall be submitted on the proper form five (5) days in advance when possible. Conditions for approved special leave include:

- (1) personal emergencies including:
 - (a) calamities (fire, flood, explosion, etc.) to one's residence or to the residence of a member of the immediate family,
 - (b) auto accidents requiring immediate attention,
 - (c) weather or travel conditions that prevent employees from returning to their local residence after weekends or vacations,
 - (d) sudden unexpected events which arise in the immediate household demanding immediate attention that are not subject to other provisions of this contract,
- (2) personal privilege including attending:
 - (a) a graduation from a recognized community college, college, trade school or university where a degree is awarded to the employee, employee's spouse, child, grandchild, parent, brother or sister,
 - (b) a ceremony where a unique award is presented to the employee, employee's spouse, child or parent,
 - (c) a high school state tournament where the employee's child is a participant and attendance at the event requires that the employee be absent from work,
 - (d) attend the employee's own wedding or the wedding of a member of the employee's immediate family,

- (e) moving household goods other than when leaving the employ of the Clinton schools,
- (f) and up to one-half (1/2) day to attend the kindergarten round-up of the employee's child.
- (3) legal and professional transactions that cannot be scheduled during out-of-school hours including:
 - (a) court appearances scheduled by civil authorities,
 - (b) conferences with attorneys which cannot be scheduled for other times,
 - (c) child's initial college orientation session,
 - (d) appointments with university officials for the purpose of attending to the details of an approved graduate school program.
- (4) The Superintendent, or his/her designee, may grant special leave for reasons other than those in this paragraph provided they are, in the judgment of the Superintendent, or his/her designee, within the spirit of the policy.

Special leave shall not be available for recreation, travel, weddings (except as indicated above), shopping, job interviews, (except for employees terminated due to staff reduction), or activities which result in taxable income for the employee.

ARTICLE IV - SALARY AND BENEFITS

Section 1 Salary Schedule

- A. Initial placement on the salary schedule shall be at the discretion of the Superintendent. Advancement on the schedule may be withheld for poor performance.
- B. Secretaries will be paid according to a salary schedule which may be reviewed yearly. Each secretary employed on an annual basis will receive an employment agreement each year which will indicate the beginning and ending dates of the work year, beginning and ending time of the work day, placement on the salary schedule, the rate per hour, and the yearly salary.
- C. Employees shall advance one (1) experience step, if the prior year was a full year of experience. Employees with partial contracts or with contracts covering only part of the contract year will advance one (1) experience step when their accumulated fractional experience equals one full year. Full time, for purposes of salary schedule advancement, will be considered 30 hours per week or more for the school year.

D. Illness sub pay -- a Secondary Secretary who substitutes for a Primary Secretary position on sick leave for a period of 5 consecutive days shall be paid the appropriate Primary Secretary rate beginning with the 6th day.

A secretary who substitutes for a Administrative Secretary/Supervisor position on sick leave for 5 consecutive days shall be paid at the base rate for the position beginning with the 6th day.

It is the district's right to determine whether a substitute is necessary and who that substitute is.

E. Time slips must be kept up-to-date and submitted to the business office on the last working day of the month.

Section 2 Insurance

A. Full-time Employees

The Board of Education will provide all full-time (40 hours per week for the school year or longer) secretaries who are paid on a 12-month basis annually with fully paid \$25,000 term life insurance policy, disability insurance, single coverage dental insurance, and single coverage health insurance. Eligible secretaries may purchase family coverage at the group rate.

B. Part-time Employees

The Board of Education will pay 75% of the monthly cost of a single health insurance plan for secretaries who regularly work thirty (30) hours per week or more, but not forty (40) hours per week, provided they are accepted by the insurance company. The employee will be expected to inform the school business office how they wish to pay their portion of the cost. (The amount may be deducted from the employee's check, or paid for in advance.) The employee may also qualify for a family health plan by paying the difference between 75% of the single plan and the full cost of the family plan per month.

C. The health and major medical coverage is listed in Clinton Community School District's Group Medical Plan Document.

The coverage may be modified upon mutual agreement between the District and the bargaining unit.

Section 3 Physical Examination

A. Physical Examination - New Employees

All new employees will be required to have a physical examination, by a physician of his/her choice, including items on the form for physical examinations provided by the Board of Education. The completed form shall be filed in the Superintendent's Office within thirty (30) days of initial employment. The first physical examination will be at the expense of the employee.

B. Physical Fitness - Continuing Employees

All members of the bargaining unit will be required to submit evidence of having taken a physical examination at three-year intervals after the initial physical examination. Such evidence shall consist of submitting the physical examination form completed by a physician of the employee's choice. The Board will provide the form to be completed by the physician and pay fifty dollars (\$50) toward the cost of the physical examination.

ARTICLE V - EFFECTIVE DATE

This contract with the Clinton Educational Secretaries will be in effect from July 1, 2004 through June 30, 2007. This contract shall continue in effect from year to year thereafter unless written notice to change or modify is served by October 1, 2006.

CLINTON COMMUNITY SCHOOLS

CLINTON EDUCATIONAL SECRETARIES

Signature

Date

APPENDIX A SALARY SCHEDULE

Salary Schedules For Secretaries 2004-2005, 2005-2006, 2006-2007

PRIMARY SECRETARY

<u>Step</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	9.61	9.89	10.17
2	9.85	10.13	10.41
3	10.09	10.37	10.65

SECONDARY SECRETARY

<u>Step</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	9.05	9.33	9.61
2	9.27	9.55	9.83
3	9.49	9.77	10.05

Secretaries employed 10 or more years will receive an additional fifteen (15) cents per hour.

Secretaries employed 15 or more years will receive an additional ten (10, a total of 25) cents per hour.

Secretaries who work a 12-month year will receive an additional ten (10) cents per hour.

APPENDIX B

GRIEVANCE FORM

		Date Filed
CLIN	NTON COMMUNITY SCHOOL DISTRI	СТ
		Building
(Nar	me of Aggrieved Person)	Distribution of Form: 1) Association President 2) Employee
		3) Immediate AdministrativeSupervisor4) Superintendent
A.	Date Violation Occurred	·
В.	Section(s) of Contract Violated	
C.	Statement of Grievance	
D.	Relief Sought	
Sign	nature	Date

LEVEL I

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AR-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	
	<u> </u>
(Signature of Principal or Immediate. Admin. Supervisor)	Date
v	
LEVEL 1	п
	· .
(Signature of Aggrieved Person)	(Date Received by Superinte
(Signature of Aggrieved Person)	(Date Received by Superinte
	(Date Received by Superinte
(Signature of Aggrieved Person)	(Date Received by Superinte
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